

# EXHIBIT E



Epstein Drangel LLP

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November 15, 2017

**VIA HAND DELIVERY**

**COMPANY & REPRESENTATIVE NAME:** Cowboy Wholesale / \_\_\_\_\_


**STREET ADDRESS(ES):** 28 W. 27<sup>th</sup> Street

**CITY, STATE ZIP:** New York, NY 10001

**E-MAIL:** \_\_\_\_\_

Re: **Notice of Fingerlings Intellectual Property Infringement**

To Whom It May Concern:

We represent WowWee Group Limited and its related entities (collectively, “WowWee”), a leading designer, developer, marketer and distributor of innovative robotic toys and consumer entertainment products, in intellectual property matters. WowWee is the owner of exclusive rights in and to the WowWee brand, the Fingerlings brand, the Fingerlings characters, as well as the associated packaging designs for its Fingerlings interactive toys (“Fingerlings Product(s)”). WowWee is the owner of all intellectual property rights in and to the Fingerlings Products, including without limitation all registered and unregistered trademarks (e.g. U.S. Trademark Registration No. 5,325,724 for FINGERLINGS, U.S. Trademark Registration No. 3,289,747 for WOWWEE and U.S. Trademark Registration No. 4,505,483 for the WowWee stylized logo, ) and all registered and unregistered copyrights in the Fingerlings Products and their associated packaging designs (e.g. U.S. Copyright Registration Nos. VAu001289245, VA0002068259, VA0002068835, VA0002070852, VA0002070721 (collectively, “Fingerlings IP”).

The Fingerlings IP provides WowWee with substantial proprietary rights, including the right to restrict the unauthorized use of the Fingerlings IP. WowWee has gone to great lengths to protect its interests in and to the Fingerlings IP and no one other than WowWee is authorized to use the Fingerlings IP without the express written permission of WowWee.

This letter is being delivered to you because it has recently come to our attention that you and/or your business(es) have been manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling, and/or otherwise making available children’s toys that are not authentic and that infringe one or more of WowWee’s Fingerlings IP (“Infringing Products”). WowWee considers these actions to be a blatant disregard of its intellectual property rights. Your unauthorized use of the Fingerlings IP constitutes one or more of the following: trademark infringement, copyright infringement, trade dress infringement, and unfair competition, which, if pursued in court in the U.S., would entitle WowWee to statutory damages (up to \$2,000,000 per infringement), and attorneys’ fees. Further, there is little question that you intentionally copied and used the Fingerlings IP to confuse consumers who are interested in purchasing genuine Fingerlings Products and to benefit from the goodwill associated with WowWee and its Fingerlings Products.

In light of the foregoing, on behalf of WowWee, we hereby demand that you **immediately cease and desist** any and all production, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale, and sale of the Infringing Products and **immediately and voluntarily surrender your entire inventory of the Infringing Products** on hand as of this date to Ryan Investigative Group, Inc. and/or its designated local affiliates (“WowWee’s Investigator”), at the address identified herein, and provide WowWee’s Investigator with complete and accurate contact information on **Page 3** of this letter.

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In addition, we also demand that you provide the following to us via e-mail at: **mail@ipcounselors.com** within **five (5) days** of your receipt of this letter:

1. Confirm in writing that all importation, exportation, manufacture (domestic and foreign), advertising, marketing, promotion, distribution, display, solicitation of sales, and sales of the Infringing Products has ceased and that you have ceased and will refrain from any and all future use of the Fingerlings IP and any marks, works, designs, etc. that are likely to cause confusion with the Fingerlings IP;
2. Provide us with a complete list of ALL sources of the Infringing Products (i.e. name and address of the manufacturer, importer, and/or distributor);
3. Provide us with a full accounting of all purchases (number of units and price) of the Infringing Products, and ANY and ALL documentation of your transaction(s) with your source(s). This includes, but is not limited to: correspondence/communications received or sent by you concerning the Infringing Products, agreements between you and your source(s), and ALL purchase records evidencing such purchases of the Infringing Products (i.e. order forms, payment records, receipts, invoices, and shipping documents, etc.); and
4. Provide us with a full accounting of all sales (number of units and price) of the Infringing Products, including total dollar amounts and ALL sales and inventory records reflecting the same.

We consider your conduct to constitute a serious violation of WowWee's rights and to be very damaging to its business and reputation. Your failure to provide a comprehensive response to this letter **WITHIN FIVE (5) DAYS** of your receipt will only assure us of your intention to continue willfully infringing on WowWee's rights. In such a situation, we have been instructed to take all actions necessary to enforce our client's rights to the full extent of the law. Nothing in this letter shall be construed as a waiver or relinquishment of any right or remedy possessed by WowWee or any other affected party.

Best regards,



Jason M. Drangel

cc: WowWee Group Limited  
Enclosure

**INFRINGER INFORMATION:**

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Company Name: COWBOY WHOLESALE

Company Address: 28-WEST 27<sup>TH</sup> STREET  
NYC, NY 10001

Company Telephone Number: 212-779-3040

Company Email Address: \_\_\_\_\_

Representative Name: ANTHONY CHUNG

Representative Address: \_\_\_\_\_

Representative Telephone Number: 347-400-1783

Representative Email Address: \_\_\_\_\_

Representative Driver's License/ID Number: \_\_\_\_\_

Representative Driver's License/ID State of Issue: \_\_\_\_\_

Signature of Representative: X [Signature]

Date: 11-17-2017

